

COPY

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT NO. 912

700.0037

This agreement made and entered into, by and between the State of Illinois acting by and through the Illinois Commerce Commission, hereinafter referred to as the "COMMISSION", the Illinois Central Railroad Company, hereinafter referred to as "COMPANY", Moultrie County, hereinafter referred to as "COUNTY", and the State of Illinois, Department of Transportation, hereinafter referred to as "DEPARTMENT".

WITNESSETH:

WHEREAS, it has come to the attention of the COMMISSION through informal correspondence that inquiry should be made into the matter of improving public safety at the crossings of the COMPANY's track with a public highways known as TR52 and TR30 located near Bethany, Moultrie County, Illinois, designated as crossings AAR/DOT 292 903R, milepost 97.60-B and AAR/DOT 292 905E, milepost 97.95-B, respectively; and

WHEREAS, proper investigation has been made of the circumstances surrounding the aforesaid crossing by a diagnostic team including a staff member of the COMMISSION's Transportation Division, Railroad Section; and

WHEREAS, the physical aspects, including geometrics of the intersection, train movements, vehicular traffic volume, and sight distances and all other pertinent data relating to the crossings have been obtained and shown on Exhibits A-1 and A-2, attached to the Agreement; and

WHEREAS, the parties are mutually agreeable to accomplish the proposed improvements upon a determination of COMMISSION by Order.

NOW, THEREFORE in consideration of the premises and of the mutual covenants and agreements as hereinafter contained the parties pray that the COMMISSION enter an Order according to the provisions of Section 18c-7401 of the Illinois Commercial Transportation Law requiring that certain improvements as hereinafter stated be made and that the cost for the proposed improvements be divided among the parties according to law and that in the interest of the statewide traveling public the Grade Crossing Protection Fund of the Motor Fuel Tax Law be required to bear a substantial portion of the cost; To Wit the parties agree as follows:

Section 1 All improvements encompassed by this Agreement shall be made in accordance with all applicable State laws, rules, standards, regulations and orders and procedures in general.

DOCKETED

Section 2 The parties are of the opinion that the proper improvements in the interest of public safety at the aforesaid crossing should be:

- (a) The realignment and extension of TR30, via construction of a connector road, to TR52. (See Exhibit B-1)
- (b) The realignment, both vertical and horizontal, of TR52 in the vicinity of the TR52 grade crossing (See Exhibit B-1). This includes changing the approach angle of the crossing from an obtuse angle to right angle and the reconstruction of the east approach between the TR52 grade crossing and Illinois Route 121.
- (c) The installation of advance warning signs for the TR52 grade crossing.
- (d) The relocation and reconstruction of the TR52 crossing surface.
- (e) The installation of automatic flashing light signals and gates controlled by constant warning time circuitry at the TR52 grade crossings.
- (f) The vacation and removal, by the COUNTY, of that portion of the TR30 roadway within the COMPANY right-of-way.
- (g) The closure and removal of the TR30 grade crossing of the COMPANY tracks.

Section 3 The COMPANY and the COUNTY have prepared preliminary estimates of cost to accomplish the proposed improvements which they may be required to perform. Said estimates are attached as Exhibits B-2 and B-3 (COMPANY) and Exhibit B-1 (COUNTY). The COMPANY and the COUNTY shall upon Order according to the requirements contained therein prepare detailed drawings, detailed circuit plans, estimates of cost and any required specifications for the proposed improvements for the approval of the COMMISSION and the DEPARTMENT.

Section 4 The COMPANY and the COUNTY shall upon Order, according to the requirements contained therein, proceed toward the completion of the proposed improvements, accomplishing the work with their own forces or appropriate contracted services and agree that an appropriate time for the submission of plans should be thirty (30) days and for the completion of the proposed improvements should be twelve (12) months, from the date of COMMISSION Order subsequent to this Agreement.

Section 5 The parties hereto agree that an equitable division of cost for the proposed improvements should be:

- (a) The cost to perform the work set forth in Section 2(a) and 2(b), estimated to be the sum of \$323,860, shall be allocated 100% of the actual cost, not to exceed \$323,860, to the Grade Crossing Protection Fund. The COUNTY shall assume the cost of all future maintenance and operations of the new portion of TR30.

- (b) The cost for the COMPANY to perform the work set forth in Section 2(d), estimated to be \$21,608.37, as well as the cost of future maintenance and operations, shall be allocated 100% to the COMPANY.
- (c) The COUNTY shall be responsible for the installation and maintenance of advance warning signs within their (TR52) right-of-way.
- (d) The cost for the COMPANY to perform the work set forth in Section 2(e), estimated to be \$103,970 shall be allocated 90% of the actual cost, in an amount not to exceed \$93,573, to the Grade Crossing Protection Fund, with all remaining costs, as well as the cost of future maintenance and operations to the borne by the COMPANY.
- (e) The COUNTY shall be responsible for all costs associated with the vacation and removal of any portions of the TR30 roadway within the COMPANY right-of-way. The COUNTY owns this roadway, fee simple, and shall be the vacating party. The COUNTY shall also be responsible for redirecting and/or rerouting vehicular traffic onto the new portion of TR30 roadway to ensure discontinued use of the TR30 grade crossing.
- (f) The COMPANY shall be responsible for all costs associated the closure of the TR30 crossing and removal of the TR30 crossing surface. Closure and removal shall not proceed until the completion of all work specified in Sections 2(a), (b), (c), (d) and (e).

Section 6 The COUNTY is financially able and willing to bear an equitable portion of the cost for the proposed improvements as may be assigned by the Order and indicates this intent by Resolution attached as Exhibit C.

Section 7 Special Provisions:

Since the warning device improvement at the subject crossing will be performed by railroad crews, no flagging or contractor liability insurance will be required for said work.

The COUNTY and the COMPANY shall file written reports with the Director of Processing and Information within fifteen (15) days of the conclusion of each calendar quarter, stating the status of expenditures of their respective portions of the project and the percentage of completion of the project; if the project is behind schedule the report must include a brief explanation of the reasons for the delay.

All bills for expenditures related to items 2(a) and 2(b) authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to the District 5 Office of the DEPARTMENT.

All other bills for expenditures authorized to be reimbursed from the Grade Crossing Protection Fund shall be submitted to Mr. Henry Cronister, Illinois Department of Transportation, Central Bureau of Local Roads and Streets, 2300 South Dirksen Parkway, Springfield, Illinois 62674. A copy of all bills shall be sent to the Director of Processing and Information, Transportation Division of the COMMISSION.

The final bill for expenditures from each party shall be clearly marked "Final Bill". All bills shall be submitted no later than twenty four (24) months from the date of COMMISSION Order subsequent to this Agreement. The DEPARTMENT shall, at the end of the 24th month from the COMMISSION's Order date, de-obligate all residual funds accountable for installation cost for this project.


The COUNTY and the COMPANY shall each, within ninety (90) days of the date of COMMISSION's Order subsequent to this Agreement, submit to the Director of Processing and Information, Transportation Division of the COMMISSION, the name, title, mailing address, phone number and facsimile number of a project manager.

Section 7 This Agreement shall be binding upon the parties hereto, their successors or assigns. Upon execution of this Agreement by all parties, the COMMISSION shall enter an appropriate order, within 60 days accepting or rejecting such Stipulation according to the provisions contained herein.

In Witness Whereof, the parties have caused this Agreement to be executed by their duly authorized officers, as of the dates indicated herein.

Executed by the COMMISSION this 20th day of March, 2000.

By:


Michael E. Stead
Railroad Safety Program Administrator

Attest:

By: Joseph J. Von De Bur
Joseph J. VonDeBur
Railroad Safety Specialist

Illinois Commerce Commission Stipulated Agreement No. 912 concerning improvements at the TR-52 and TR-30 crossings of the Illinois Central Railroad Company located near Bethany, Moultrie County, Illinois, designated as crossings DOT #292 903R, Milepost B-97.60 and DOT #292 905E, Milepost B-97.95, respectively.

Executed by the Company this 6th day of April, 2000

ILLINOIS CENTRAL RAILROAD COMPANY

By: 

D. C. Kelly
Chief Engineer


Attest:


Assistant Secretary

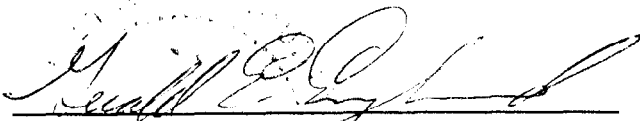
Illinois Commerce Commission Stipulated Agreement No. 912 concerning improvements at the TR52 and TR30 crossings of the ~~Canadian National~~/Illinois Central Railroad Company located near Bethany, Moultrie County, Illinois, designated as crossings AAR/DOT 292 903R, milepost 97.60-B and AAR/DOT 292 905E, milepost 97.95-B, respectively.

Executed by the COUNTY this 11 day of April, 2000.

MOULTRIE COUNTY

By: 

Attest:



Illinois Commerce Commission Stipulated Agreement No. 912 concerning improvements at the TR52 and TR30 crossings of the ~~Canadian National~~/Illinois Central Railroad Company located near Bethany, Moultrie County, Illinois, designated as crossings AAR/DOT 292 903R, milepost 97.60-B and AAR/DOT 292 905E, milepost 97.95-B, respectively.

Executed by the DEPARTMENT this 20 day of April 2000.

STATE OF ILLINOIS
DEPARTMENT OF TRANSPORTATION

By: James C. Slifer
Director of Highways

STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR: ~~Canadian National~~ Illinois Central Railroad Company Milepost-Line: 97.60-B AAR/DOT: 292903R
City: South of Bethany Street: TR52 County: Moultrie
Jurisdiction: Moultrie County Urban: ___ Rural: X Agricultural: X Residential: ___
Street Surface: Unpaved (oil and chip) Width: 15 ft. Condition: Fair
Angle: 150° Tracks Tangent: No Degree of Curve: 0 Superelevation: No
Depth of Cut: ___ Height of Fill: 3 feet

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
---	---	Main	Asphalt	22 ft.	Poor

Intersecting Roads: Illinois Route 121, less than 100 feet along center line of roadway

Traffic Control Devices Present: Stop sign for TR52 traffic at ILL 121

ADT: 20 (Estimated) Speed: Unposted Statewide: Yes

School Buses: Unkown Hazardous Materials: Unkown Other: ___

Rail Traffic: Freight. 4/day @ 40 mph Pass.: 0 @ 0 mph Switch: None

Simultaneous Movements: N/A Daylight and Dark:: Yes

Present Protection: Reflective crossbucks, Caution: 70' Between Tracks and Highway, Do Not Stop on Tracks.

Advance Warning Signs: TR52-1 (West) ILL121-None Pavement Marking: No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	①			
NW	①			
SE	①			
SW	①			

- ① As a diagnostic team determined to add AFLS & Gates at this crossing, a visibility study was not done.

Approach Grades

East/North	②	'	%	'	%	'	%
West/South	②	'	%	'	%	'	%

- ② As the approaches are being reconfigured and improved, a survey of the existing approaches was not performed.

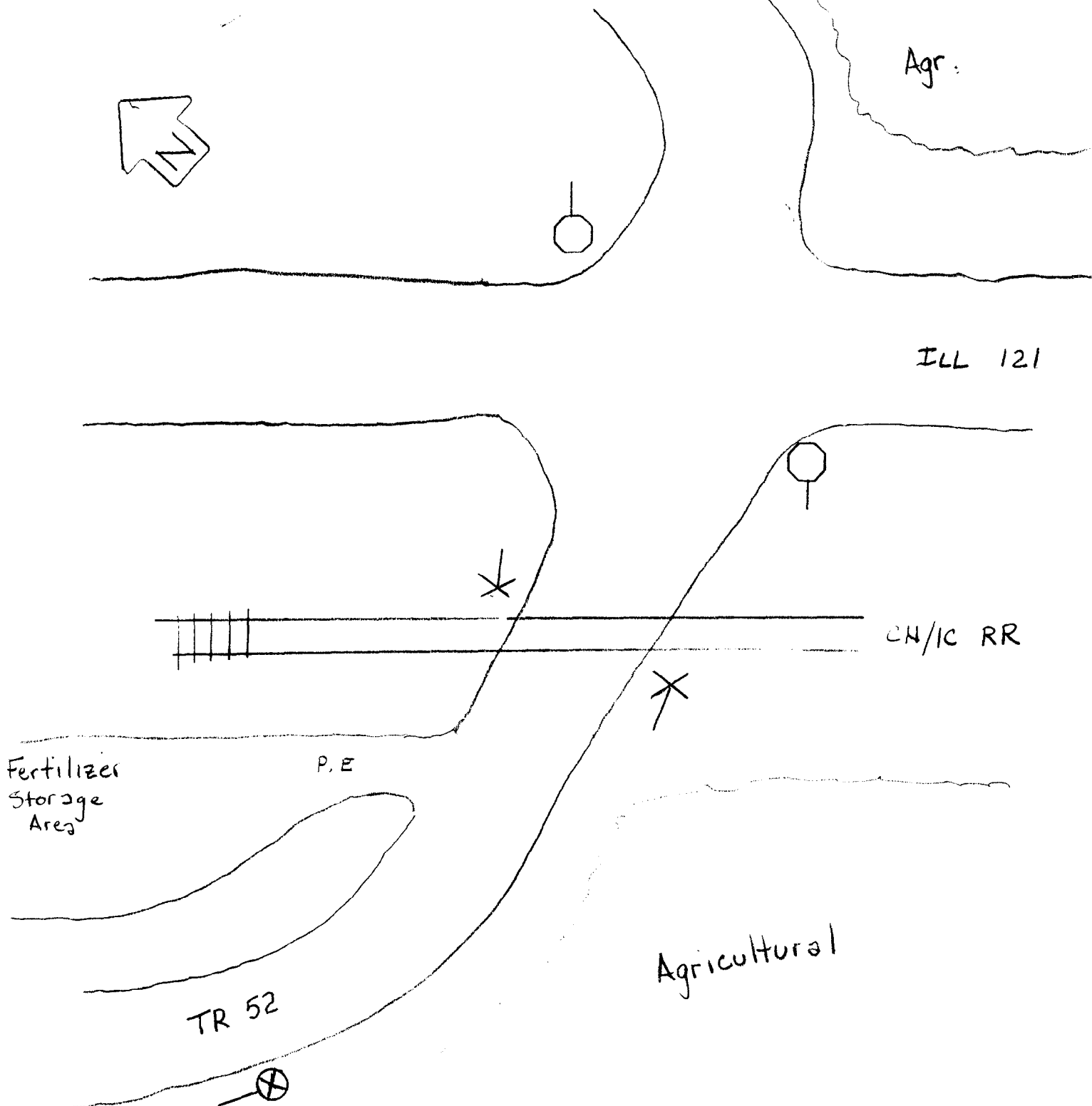
COMMENTS:

Diagnostic Team determined that automatic flashing lights and gates should be added at this crossing to accommodate the additional traffic generated by the closure of the adjacent public crossing at TR30. In addition to the closure of the TR30 public crossing a private crossing (DOT 292 904X) will also be closed.

Cost division:

ITEM	GCPF	IDOT	CN/IC	COUNTY	TOWNSHIP
SIGNALS & CIRCUITRY	90%	0%	10%	0%	0%
SURFACE	0%	0%	100%	0%	0%
CONNECTOR ROAD	100%	0%	0%	0%	0%

SKETCH OF CROSSING: DOT 292 903R



STATE OF ILLINOIS
ILLINOIS COMMERCE COMMISSION
STIPULATED AGREEMENT SURVEY FORM

RR: ~~Canadian National~~ Illinois Central Railroad Company Milepost-Line: 97.95-B AAR/DOT: 292905E

City: South of Bethany Street: TR30 County: Moultrie

Jurisdiction: Moultrie County Urban: Rural: X Agricultural: X Residential:

Street Surface: Unpaved (oil and chip) Width: 18 ft. Condition: Good

Angle: 80° Tracks Tangent: No Degree of Curve: 0 Superelevation: No

Depth of Cut: Height of Fill: 4 ft.

Crossing Surface

Track Centers	Elevation	Track	Type	Width	Condition
----	----	Main	Sectional Timber	22 ft.	Poor

Intersecting Roads: Illinois Route 121, less than 100 feet along center line of roadway

Traffic Control Devices Present: Stop sign for TR30 traffic at ILL 121

ADT: 175 Speed: Unposted Statewide: Yes

School Buses: Unkown Hazardous Materials: Unkown Other:

Rail Traffic: Freight. 4/day @ 40 mph Pass.: 0 @ 0 mph Switch: None

Simultaneous Movements: N/A Daylight and Dark: Yes

Present Protection: Reflective crossbucks, Caution: 40' Between Tracks and Highway, Do Not Stop On Tracks.

Advance Warning Signs: TR30-1 (West)
ILL121-None Pavement Marking: No

Visibility Study

Quad	Clearing Visibility	Obstruction	Stopping Visibility	Obstruction
NE	①			
NW	①			
SE	①			
SW	①			

① As a diagnostic team determined to close this crossing, a visibility study was not done.

Approach Grades

East/North	②	'	%	'	%	'	%
West/South	②	'	%	'	%	'	%

② As this crossing is to be closed, a survey of the existing approaches was not performed.

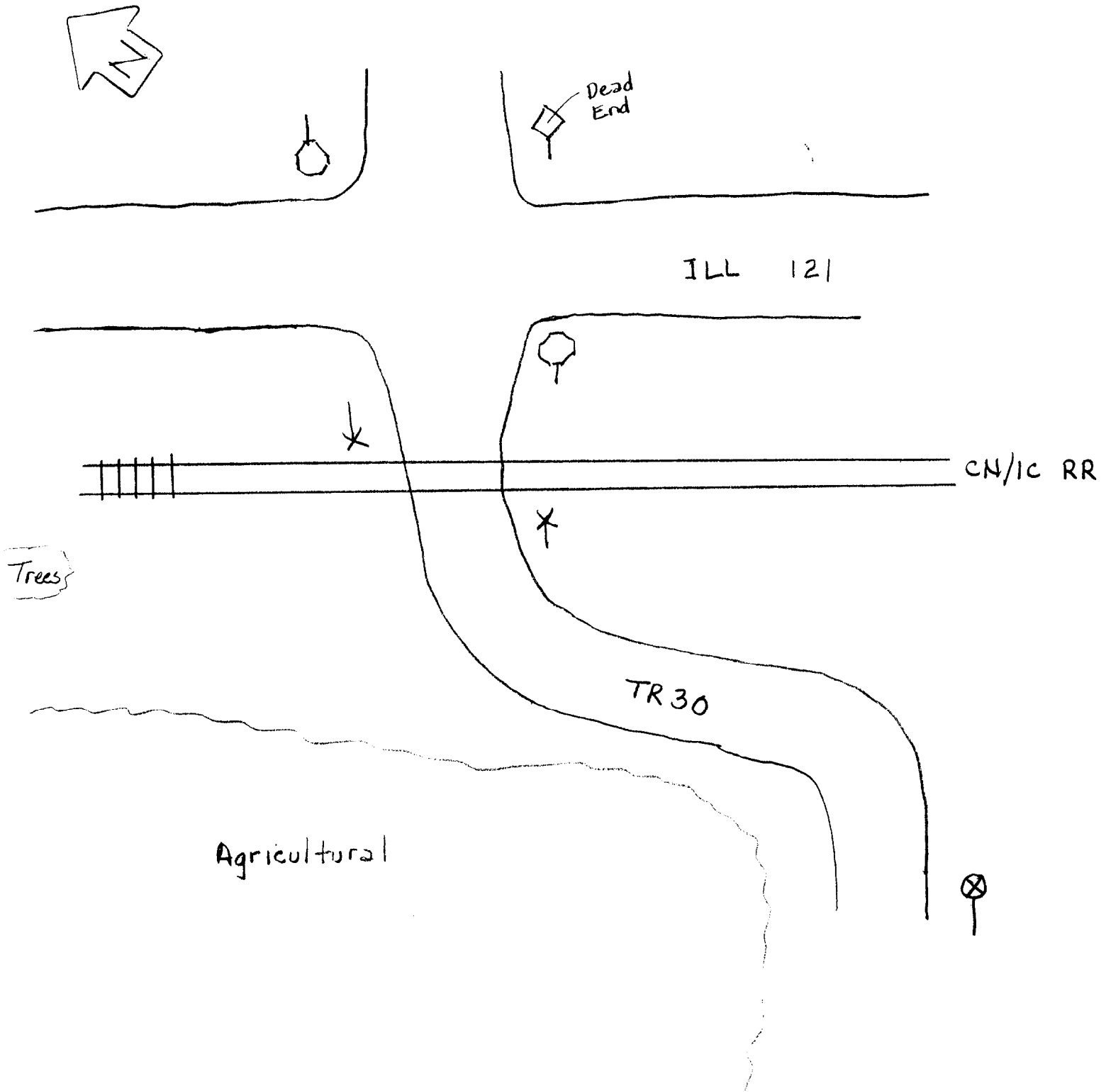
COMMENTS:

Diagnostic Team determined that this crossing could be closed and traffic rerouted, via a new connector road, to TR50. In addition to the closure of the TR30 public crossing a private crossing (DOT 292 904X) will also be closed.

Cost division:

ITEM	GCPF	IDOT	CN/IC	COUNTY	TOWNSHIP
CONNECTOR ROAD	100%	0%	0%	0%	0%

SKETCH OF CROSSING: DOT 292 905E



Moultrie County
Marrowbone Township
T.R. 30 & 52
Section 99-06001-00-FP
Closure of (2) I.C.C. Railroad Crossings
Located East of Bethany, Illinois

Breakdown of Estimated Costs

<u>Item</u>	<u>Description</u>	<u>Cost</u>
1.	Right of Way Research & Plats	\$2750.00
2.	Right of Way Acquisition	\$14,360.00
3.	Engineering	\$20,000.00
4.	Construction (Includes 10% Contingency) See Attached Estimate of Cost	\$208,300.00
5.	Utility Relocation: (see attached estimates)	\$62,700.00
	CIPS – Overhead Power	\$12,272.66
	Exxon-Mobil Buried Pipeline	\$35,425.00
	GTE – Buried Telephone (Est.)	<u>\$15,000.00</u>
	Total =	\$62,697.66
6.	Construction Engineering	<u>\$15,750.00</u>
	TOTAL ESTIMATED PROJECT COST =	\$323,860.00

ESTIMATE OF COST

PAGE 1 of 2

Beginning at Station 7+50, a point near the SE corner, SE 1/4, Section 23, T14N, R4E 3rd P.M.
and extending in an easterly direction to Station 33+75 a total distance of 2625 feet, of which 2625 feet
(0.497 miles) are to be improved. Also includes 152 feet, (0.029 miles) sideroad improvement of T.R. 52.
Station 7+50 is approximately 0.1 miles by road from the ICC. railroad siding at Bethany, Illinois.

Type: A2 Bit. Surf. Trt. Width: 22' Surface Thickness: 8" Agg. Base Shoulders: 4' earth

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
1	Tree Removal (6 to 15 Units Dia.)	Unit	15	20.00	300.00
2	Tree Removal (over 15 Units Dia.)	Unit	24	20.00	480.00
3	Tree Removal, Acres	Acres	1.0	2,000.00	2,000.00
4	Earth Excavation	Cu. Yd.	2,910	8.00	23,280.00
5	Embankment	Cu. Yd.	5,930	7.00	41,510.00
6	Trench Backfill	Cu. Yd.	20	15.00	300.00
7	Seeding, Class 2 (Special)	Acre	4.1	3,000.00	12,300.00
8	Stone Riprap Ditch	Ton	130	25.00	3,250.00
9	Aggregate Base Course, Type B	Ton	2,250	15.00	33,750.00
10	Aggregate Surface Course, Type B	Ton	20	20.00	400.00
11	Sub-Base Granular Material, Type A, 4" (Special)	Sq. Yd.	250	7.00	1,750.00
12	Bituminous Materials (Prime Coat)	Gallon	2,300	1.50	3,450.00
13	Bituminous Materials (Cover and Seal Coats)	Gallon	4,600	1.80	8,280.00
14	Cover Coat Aggregate	Ton	82	17.00	1,394.00
15	Seal Coat Aggregate	Ton	82	20.00	1,640.00
16	Bituminous Shoulders 8"	Sq. Yd.	83	25.00	2,075.00
17	Portland Cement Concrete Pavement 8"	Sq. Yd.	211	50.00	10,550.00
18	Protective Coat	Sq. Yd.	211	2.00	422.00
19	Pavement Removal	Sq. Yd.	325	15.00	4,875.00
20	Pipe Culverts, Class D, Type 1, 18" (C.S.C.P.)	Lin.Ft.	28	18.00	504.00

TOTAL ESTIMATE OF COST

CONTINUED ON PAGE 2

Made by: M.D.C. Date: 3-7-2000

Checked by: B.A.A. Date: 3-7-2000

EXHIBIT B-1

ESTIMATE OF COST

PAGE 2 of 2

Beginning at Station 7+50, a point near the SE corner, SE 1/4, Section 23, T14N, R4E 3rd P.M.
and extending in an easterly direction to Station 33+75 a total distance of 2625 feet, of which 2625 feet
(0.497 miles) are to be improved. Also includes 152 feet, (0.029 miles) sideroad improvement of T.R. 52.
Station 7+50 is approximately 0.1 miles by road from the ICC. railroad siding at Bethany, Illinois.

Type: A2 Bit. Surf. Trt. Width: 22' Surface Thickness: 8" Agg. Base Shoulders: 4' earth

ITEM NO.	ITEMS	UNIT	QUANTITY	UNIT PRICE	TOTAL
21	Pipe Culverts (Temporary) 18"	Lin.Ft.	60	15.00	900.00
22	Pipe Culverts, Class A, Type 1, 24"	Lin.Ft.	66	30.00	1,980.00
23	Precast Reinforced Conc. Flared End Sections 24"	Each	2	500.00	1,000.00
24	Bituminous Aggregate Mixture (Special)	Ton	630	40.00	25,200.00
25	Bituminous Connector 8"	Sq. Yd.	10	25.00	250.00
26	Aggregate for Temporary Access	Ton	100	25.00	2,500.00
27	Traffic Control and Protection	L. Sum	1	5,000.00	5,000.00
TOTAL ESTIMATE OF COST					\$189,340.00
CONTINGENCY (10%)					\$18,934.00
ESTIMATE OF CONSTRUCTION COST (INCLUDING 10% CONTINGENCY)					\$208,300.00

Made by: M.D.C. Date: 3-7-2000

Checked by: B.A.A. Date: 3-7-2000

EXHIBIT B-1

CHRGPRNT

01/14/00

AMEREN/CIPS - CUSTOMER SERVICES

PRICE QUOTATION AND AUTHORIZATION

COMPANY: CIP REGION: 033 DISTRICT: 2HER W/R# 140926
STATUS: 20 ON 01/14/00 DESIGN SCHEME NUMBER:

CREW HQ: 20HCT

WPA: 93

PROJECT NAME: BETHANY RAILROAD

TAX AREA: 06193

JOB ADDRESS: ,BETHANY,

TYPE: MINOR SIM

JOB DESCRIPTION: CIPS RELOCATIONS & REMOVALS

NON-STANDARD CHARGES:

CUSTOMER ENTITLEMENT:

REVENUE OFFSET:

(LESS) \$12,272.66
(LESS) \$0.00
SUBTOTAL \$12,272.66

STANDARD CHARGES:

QTY UNIT PRICE DESCRIPTION

TAX:

\$0.00

NET ONE-TIME CHARGE

\$12,272.66

COMMENT: RELOCATE 69KV FOR RAILROAD CROSSING IMPROVEMENTS EAST OF BETHANY.

* TO PROCEED WITH THE AMEREN CORPORATION WORK DESCRIBED BY THIS *
* QUOTATION PLEASE RETURN THIS FORM ALONG WITH REMITTANCE IN THE *
* ABOVE AMOUNT SHOWN AS NET ONE-TIME CHARGE TO THE ADDRESS LISTED *
* BELOW. *
* *

ADDRESS ALL INQUIRIES AND CORRESPONDENCE TO:

BILLING INFO:

AUTHORIZED BY:

Riley Adams
Electrical Engineer
Heritage Region
217.253.2346 ext. 33441
217.253.3842 fax



Central Illinois Public
Service Company
PO Box 440
Tuscola, IL 61953

a subsidiary of Ameren Corporation

PHONE

PURCHASE ORDER NO. IF APPLICABLE

THIS QUOTATION IS FIRM ONLY IF ACCEPTED BY 04/13/00 AND IF CUSTOMER HAS
FULFILLED NECESSARY REQUIREMENTS FOR AMEREN/CIPS - TO COMMENCE WORK BY 07/12/00

EXHIBIT B-1

ExxonMobil Pipeline Company

T.J. Bunnell

1604 15th St.

(903)654-5337

todd_j_bunnell@email.mobil.com

Corsicana, TX 75110

Fax: (903)654-5302

TO: Michael Cummins – Cummins Engineering Corp.

FAX #: 217-522-4087

SUBJECT: Draft of Estimate

DATE: February 24, 2000

PAGES (INCLUDING COVER SHEET): 2

Comments:

Mr. Cummins,

The attached draft of the estimate is being provided as a courtesy to facilitate your meeting with the Moultrie County Engineering Dept. Since this has not been through our review process, ExxonMobil or its subsidiaries can not provide a guarantee.

Mr. Steve McDaniel with our right of way department will be following up this fax with a letter. Steve can be contacted at 214-658-5483.

Todd

EXHIBIT B-1

* DRAFT *

* DRAFT *

* DRAFT *

COST ESTIMATE

18" Lockport to Patoka Crude Oil Pipeline
Milepost 62.5 in Moultrie County, Illinois

DESCRIPTION OF WORK

Moultrie County is building a new two lane road with a 70 ft. wide easement which crosses our pipeline. Both the new road and the new ditches will give us the required three feet of cover. We will need to expose the pipeline, sandblast, inspect the pipe, inspect the railroad casing, install weld wraps, and recoat approximately 70 feet of pipe. Assuming that no right of way damages will occur since the project is in the highway R.O.W. Assuming existing dirt can be reused as backfill.

RIGHT OF WAY	\$	0
MATERIALS	\$	1,890
CONTRACT LABOR & EQUIPMENT	\$	24,550
COMPANY LABOR	\$	2,675
LOSS OF REVENUE	\$	0
SALES TAX ON MATERIALS @ 8.25%		160
OVERHEAD @ 20.1%		6,150
GRAND TOTAL	\$	35,425

3 days
1 day water
cont
back

operator
transfer
2 laborers +
1 supt
inspector

TJB

* DRAFT *

2/24/2000

EXHIBIT B-1